


I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as First Class Mail, in an envelope addressed to: MS Missing Parts, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on the date shown below.

Attorney Docket No.: 65678-0060

Dated: October 8, 2004

Signature:

  
(Wendy A. Balabon)



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of:  
Eric Swan, et al.

Application No.: 10/840,081

Filed: May 6, 2004

For: SYSTEM OR METHOD FOR ANALYZING  
INFORMATION ORGANIZED IN A  
CONFIGURABLE MANNER

Confirmation No.: 7852

Art Unit: 2171

Examiner: Not Yet Assigned

Mail Stop Missing Parts  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

**PETITION PURSUANT TO 37 CFR 1.47 INVOLVING  
THE UNAVAILABILITY OF A CO-INVENTOR OF A  
CIP APPLICATION WHEN THE CIP APPLICATION HAS BEEN  
ASSIGNED BY ALL OF THE INVENTORS TO DANA CORPORATION**

Pursuant to 37 CFR 1.47, counsel for the inventors makes the above-identified Petition according to the following facts:

1. The Patent Office issued a "Notice to File Missing Parts of Nonprovisional Application – Filing Date Granted", mailed on July 12, 2004.
2. As of today's date, all of the necessary Declaration and Power of Attorney documents have been executed by inventors Eric Swann, Greg Carter, Elizabeth Lescher and Jason Oban, but not by inventors Paul West, Robert Hogan, and Kevin Miller.
3. As of today's date, all other issues raised in the Notice to File Missing Parts have been addressed.

NOT AVAILABLE COPY

4. At the time that the present patent application was made, Dana Commercial Credit Corporation ("DCC") employed Paul West, Robert Hogan and Kevin Miller as contractors. As shown in Exhibit A hereto, Messrs. West and Hogan were obligated to assign to DCC all intellectual property rights arising from their work product created on behalf of DCC. As shown in Exhibit B hereto, Mr. Miller was obligated to assign to DCC all intellectual property rights arising from his work product created on behalf of DCC.

5. By the time that the present patent application was filed, Paul West, Robert Hogan and Kevin Miller were not employed as contractors or in any capacity by DCC.

6. On May 12, 2004, a letter enclosing a copy of the application as filed was sent via Federal Express to each of inventors Paul West, Robert Hogan, and Kevin Miller at their respective last known addresses. Each letter requested that formal papers including a Combined Declaration and Power of Attorney be executed and returned to our office by May 29, 2004. A copy of each letter and a copy of the Combined Declaration and Power of Attorney forms as prepared and sent to Messrs. West, Hogan, and Miller are attached hereto as Exhibit C. Copies of the Federal Express Tracking records for the packages sent to each of Messrs. West, Hogan, and Miller are attached hereto as Exhibit D.

7. To date, no response has been received from Messrs. West, Hogan, and Miller although the tracking record for the Federal Express package sent to Mr. West indicates that he received the package. *See* Exhibit D. The tracking record for the Federal Express packages for Messrs. Hogan and Miller were returned to sender as undeliverable. *See* Exhibit D.

8. An assistant to the undersigned attempted to place a telephone call to Mr. West on August 27, 2004, using his last known telephone number. As of August 27, 2004, Mr. West's last-known telephone number is a non-working number.

9. An assistant to the undersigned attempted to place a telephone call to Mr. Miller on August 27, 2004. An answering machine message indicated that the "Miller residence" had been reached, and a message was left for Mr. Miller. Mr. Miller did not return this message.

10. The undersigned has been unable to obtain any telephone number relating to Mr. Hogan.

37 CFR 1.47(a) notes that if a joint inventor refuses to join in an application for patent or cannot be found or reached after diligent effort, the application may be made by the other inventor on behalf of himself or herself and the non-signing inventor.

It is respectfully submitted that with the submission of Combined Declaration and Power of Attorney documents from the other inventors, Eric Swann, Greg Carter, Elizabeth Lescher and Jason Oban, the application for patent has been appropriately made by the other inventors. Further, in view of the facts noted above, it is respectfully submitted that diligent effort has been made to provide the non-signing inventors with the necessary documents, and to obtain their signatures thereon.

Therefore, in view of the foregoing statements and accompanying exhibits, it is respectfully submitted that a proper showing has been made pursuant to 37 CFR 1.47 to address the Notice to File Missing Parts.

Any fees associated with the filing of this Missing Parts Notice, is shown in an accompanying Transmittal. However, the Director is hereby authorized to charge any deficiency in the fees filed, asserted to be filed or which should have been filed herewith (or with any paper hereafter filed in this application by this firm) to our Deposit Account No. 18-0013, under Order No. 65678-0060.

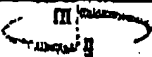
Respectfully submitted,

Dated: October 8, 2004

By:



Michael B. Stewart (Reg. No. 36,018)  
Charles A. Bieneman (Reg. No. 51,472)  
Rader Fishman & Grauer PLLC  
39533 Woodward Avenue, Suite 140  
Bloomfield Hills, Michigan 48304  
(248) 594-0600



### Staffing Services Agreement

This Staffing Services Agreement ("Agreement") is entered into this 30<sup>th</sup> day of October, 2000, by and between MAXIM GROUP, INC. ("MAXIM"), a Maryland corporation, and Dana Commercial Credit ("Client").

WHEREAS, MAXIM is engaged in the temporary staffing services business providing temporary personnel to customers with staffing needs; and

WHEREAS, Client desires to engage MAXIM to provide temporary staffing services and MAXIM desires to be engaged by Client, all on the terms and conditions of this Agreement; and

WHEREAS, As used herein, the term "Contract Employee" means a MAXIM employee temporarily placed with the Client pursuant to this Agreement;

THEREFORE, in consideration of the premises and mutual promises contained herein, the parties agree as follows:

#### 1. TERM

This Agreement shall commence on the date this Agreement is executed by all parties, and continue for an initial term of three (3) months, and shall continue thereafter on a month-to-month basis unless earlier terminated as provided herein. This Agreement may be terminated by either party upon thirty (30) days prior written notice, provided, however, that either party may terminate this Agreement immediately if the other party materially breaches the Agreement and does not cure such breach to the non-breaching party's reasonable satisfaction within ten (10) days after being notified of the breach.

#### 2. CONTRACT EMPLOYEES

MAXIM shall provide to Client one or more Contract Employees as requested by Client from time to time. Such Contract Employees shall provide services under Client's management and supervision at a facility or in an environment controlled by Client. Attached hereto as Exhibit A is a list of the names of the Contract Employee(s) to be placed initially with Client, standard and overtime hourly billing rates for each Contract Employee, and the starting date for each Contract Employee. Unless otherwise agreed by the parties, this Agreement shall apply to additional Contract Employees provided by MAXIM as requested by Client hereunder from time to time. Should Client request additional services subsequent to the execution of this Agreement, and such services are not listed on Exhibit A attached hereto, or should either Client or MAXIM request changes to hourly billing rates or other terms for any Contract Employee working under the terms of this Agreement, any such additions or changes will be mutually agreed to in writing and executed by the authorized representatives executing this Agreement. Such agreed upon terms shall become a part of this Agreement, as amended.

MAXIM is an equal opportunity employer and refers Contract Employees, regardless of race, sex, color, religion, creed, ancestry, national origin, disability, age, marital status or other protected class status pursuant to applicable law. Client agrees and warrants that it will not reject Contract Employees, or otherwise deem Contract Employees unacceptable, or take any other action for any reason prohibited by federal, state or local laws including, but not limited to, laws pertaining to employment discrimination or employee safety. Client will indemnify and defend MAXIM with respect to any and all liability caused by any actions of Client taken in violation of federal, state and/or local laws, including costs of suit, settlement and reasonable attorneys' fees.

#### 3. INDEPENDENT CONTRACTOR STATUS

With respect to the services provided by MAXIM GROUP, MAXIM shall be an independent contractor. MAXIM shall be responsible for providing any salary or other benefits to such Contract Employees; will make all appropriate tax, social security, Medicare and other withholding deductions and payments; will provide worker's compensation insurance coverage for its Contract Employees; and will make all appropriate unemployment tax payments. MAXIM will indemnify and defend Client with respect to any and all liability, including without limitation costs of suit, settlement and attorneys' fees, caused by any failure of MAXIM to make any payments, including without limitation any payroll tax or other tax payments, that MAXIM is obligated to make under this Agreement.

#### 4. INVOICING

**4.1 Invoices:** MAXIM shall submit weekly invoices to Client for services rendered by Contract Employee(s) for the number of hours worked by Contract Employee(s) the previous week. Overtime will be billed at the rates listed on Exhibit A, or as otherwise agreed by both parties, for hours worked by Contract Employee(s) in excess of forty (40) hours per week, or as otherwise required by law. For weeks that have one (1) National or client observed holiday, overtime rates shall be billed for hours worked in excess of thirty-two (32) hours per week. Invoices submitted by MAXIM to Client are presumed to be accurate and fully payable on the terms contained therein unless disputed by Client within ten (10) business days of Client's receipt of the invoice.

**4.2 Time Records:** A (MAXIM) (Client) time-card shall be the official time record for purposes of payment under Sections 4 and 5 herein. (Client circle one).

**4.3 Purchase Orders:** Payment of MAXIM invoices [shall] [shall not] be dependent upon a Client generated purchase order. (Client circle one). If a purchase order is required pursuant to this Section, Client shall deliver to MAXIM a written purchase order before the first Contract Employee start date identified on Exhibit A. As stated in Section 13.7 herein, this Agreement and Exhibit A constitute the entire

agreement between the parties. If there is any inconsistency or conflicting terms between this Agreement and a client purchase order, this Agreement shall prevail. All purchase orders must be signed on behalf of the parties to this Agreement by their authorized representatives executing this Agreement.

## 5. PAYMENT

**5.1 Payment Default:** Payment in full for undisputed invoices shall be due within 15 days from Invoice date in accordance with Sections 5.2 and 5.3 herein. Undisputed invoices that are more than seven (7) days past due are subject to a late charge of one percent (1%) per month on the amount of the past due balance. Late charges shall be calculated using the U.S. Method, therefore interest will not be compounded on the past due balance. If the Client's account is past due and MAXIM has notified Client verbally or in writing of the past due balance, MAXIM may, without advance notice, immediately cease providing any and all further Contract Employee services without any liability to Client for interruption of pending work.

**5.2 Electronic Commerce:** MAXIM offers Client the following electronic payment options. Payment of invoices may be made via ACH credit using one of the following formats:

CTX - Corporate Trade Exchange:  
ANSI ASC X12 Transaction Set 820  
CCD+ - Cash Concentration or Disbursement Plus:  
ANSI ASC X12 Transaction Set 820

Please remit payments to Maxim Group c/o Bank of America  
ABA (Transit Routing) Number: 052 001 633  
Account Number: 391 896 5881  
Account Name: Maxim Concentration  
Lockbox Number: 198572

Please provide the following information:  
Client e-Business contact: Greg Carter  
Phone number: 512-329-9362  
Email: Cartergh@Ironrhino.Com

For additional information on MAXIM's e-Business services, including Electronic Data Interchange (EDI), Web Invoicing, and Web time-cards please contact MAXIM's e-business department at (410) 540-7227, fax (410) 540-7808, or by e-mail at maximeft@maximgroup.com.

**5.3 Lockbox:** Payment by check should be sent to Maxim Group, P.O. Box 198572, Atlanta, Georgia, 30384-8572.

## 6. EXPENSES

Client shall reimburse MAXIM for all ordinary, necessary, and reasonable travel expenses incurred by Contract Employee(s) while performing services on behalf of Client that require Contract Employee to travel away from Client's primary job site. Client's prior written approval is required for incurring expenses.

## 7. COLLECTION

If the Client's account, after default, is referred to an attorney or collection agency for collection, Client shall pay all of MAXIM's expenses incurred in such collection efforts including, but not limited to, court costs and reasonable attorneys' fees.

## 8. RESTRICTIVE COVENANT-CONVERSION / RIGHT TO HIRE

**8.1 Restrictive Covenant-Conversion:** MAXIM is not an employment agency. Its services are provided at great expense to MAXIM. In consideration thereof, during the term of this Agreement and for the one hundred eighty (180) day period immediately following the period for which a Contract Employee last performed services for the Client under this Agreement, Client shall not, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in or promote the solicitation of such Contract Employee to leave the employ of MAXIM, or hire or engage such Contract Employee, provided, however, that Client may advertise job openings to the public in any printed or electronic publications, through the internet or on radio or television.

Notwithstanding the above paragraph in this Section 8.1, if at any time the Client wishes to hire any Contract Employee provided by MAXIM, Client may request that MAXIM release the Contract Employee from his/her employment contract with MAXIM to allow Client to employ or engage the services of Contract Employee, either directly or indirectly. Client acknowledges and agrees that MAXIM, in its sole and absolute discretion, has the right to accept or refuse Client's request to employ or engage the services of Contract Employee supplied by MAXIM to Client. If MAXIM has accepted Client's request to employ Contract Employee, either directly or indirectly, and the Contract Employee has not completed a minimum of six (6) months of continuous employment at Client for MAXIM, the Client will pay MAXIM, as liquidated damages, an amount equal to 30% of the Contract Employee's first year salary, including guaranteed bonuses, with Client. If Contract Employee has completed a minimum of six (6) months of continuous employment at Client for MAXIM, and authorization has been obtained by Client from MAXIM, then Client may employ or engage the services of Contract Employee, either directly or indirectly, without any financial compensation or liquidated damages payment owed to MAXIM from Client.

**8.2 Submittals - Right To Hire:** Resumes submitted to Client are confidential and for Client use only. Client agrees that MAXIM is the representative of all candidates for which resumes are submitted to Client by MAXIM in response to Client requests. Accordingly, Client agrees that if any candidate submitted to Client by MAXIM is hired either directly or indirectly by Client within one hundred eighty (180) days of receipt of the resume, Client agrees to pay to MAXIM as liquidated damages an amount equal to 30% of the employee's first year annual salary, including guaranteed bonuses.

## 9. CONTRACT EMPLOYEE PERFORMANCE

Within 40 business hours from any Contract Employee(s) starting date, Client shall review the Contract Employee(s) performance and decide whether to continue the engagement of such Contract Employee. If Client is dissatisfied with the performance of the Contract Employee, and Client wishes MAXIM to terminate its engagement of such Contract Employee, Client must notify MAXIM within the initial 40 hours period, specifying the reasons for its dissatisfaction, and Client shall not be required to pay for the hours worked by that Contract Employee during the initial 40 hours period, provided its reasons for termination are not unlawful and are bona fide in MAXIM's reasonable judgment. If Client becomes dissatisfied with the performance of a Contract Employee after the initial 40 hours period, Client may request that MAXIM terminate the engagement of that Contract Employee upon written notice to MAXIM, but Client shall pay for all hours worked by the terminated Contract Employee from the first hour of work up to and including the date of termination.

## 10. LIMITATION OF LIABILITY

MAXIM does not warrant or guarantee that the Contract Employee(s) placed pursuant to this Agreement will produce any particular result or any solution to Client's particular needs. Because MAXIM is providing supplemental staffing services only, and Client is directing and supervising the Contract Employees who render these services, MAXIM shall not be liable (i) for any claims, costs, expenses, damages, obligations or losses arising from or in connection with the acts or omission of any Contract Employee, including, but not limited to, work on engineering or design concepts or calculations or related drawings, software programs, designs or documentation, or (ii) for any indirect, special or consequential damages (including, but not limited to, loss of profits, interest, earnings or use) whether arising in contract, tort or otherwise, provided, however, that Maxm shall indemnify Client and hold it harmless against and from any claims made or brought by third parties, including any and all costs incurred in connection with such claims, to the extent that such claims are based on the alleged negligence of one or more Contract Employees.

## 11. CLIENT PROPERTY

**11.1 Work Product:** All work product of every kind performed by any Contract Employee on behalf of Client, and any and all associated rights, including without limitation intellectual property rights, shall be the sole and exclusive property of Client. For itself and on behalf of any and all Contract Employees, MAXIM: (a) shall assign and hereby does assign to Client any and all rights in such work product; (b) agrees to execute and deliver to Client in the future, promptly upon Client's request, any documents reasonably necessary for Client to perfect and enjoy such rights; and (c) agrees not to challenge or seek to register, directly or indirectly, Client's rights in such work product.

**11.2 Confidentiality:** MAXIM recognizes that while

performing its duties under this Agreement, MAXIM and its Contract Employees may be granted access to certain proprietary and confidential information regarding Client's business, customers, and employees. For itself and on behalf of any and all Contract Employees (with each of whom MAXIM has executed an appropriate confidentiality agreement), MAXIM agrees to keep such information confidential and that the obligations of this paragraph will survive the termination of this Agreement. This paragraph does not apply to information that was previously known or information that is available in the public domain. MAXIM acknowledges and agrees that any breach of this section of the Agreement will cause Client irreparable harm and that Client shall be entitled to an injunction in connection with any such breach, without any requirement to post bond therefor.

## 12. NOTICES

**12.1 Manner:** Any notice or other communication ("Notice") required or permitted under this Agreement shall be in writing and either delivered personally or sent by facsimile, overnight delivery, or express mail, postage prepaid, return receipt requested.

**12.2 Addressee:** Notices shall be addressed to:

MAXIM GROUP  
Attn: Sean Stacks  
Address: 12831-I Riata Trace Parkway, Suite 100  
Austin, Texas 78727

Fax #: 512-257-6950

Or in the case of Client:

Dana Commercial Credit  
Attn: Greg Carter  
Address: 515 Congress Ave., Suite 2525  
Austin, Texas 78701

Fax #: 512-328-8340

**12.3 Delivery:** A Notice delivered personally shall be deemed given only if acknowledged in writing by the person to whom it is given. A Notice sent by facsimile shall be deemed given when transmitted, provided that the sender obtains written confirmation that the transmission was sent. A Notice sent by overnight delivery or express mail shall be deemed given twenty-four (24) hours after having been sent. If any time period in this Agreement commences upon the delivery of Notice to any one or more parties, the time period shall commence only when all of the required Notices have been deemed given.

**12.4 Changes:** Either party may designate, by Notice to the other, substitute addressees, addressees or facsimile numbers for Notices, and thereafter, Notices are to be directed to those substitute addresses, or facsimile numbers.

## 13. MISCELLANEOUS

**13.1 Governing Law:** The laws of the State of Maryland shall govern the validity and construction of this Agreement

and any dispute arising out of or relating to this Agreement, without regard to the principles of conflict of laws.

**13.2 Severability:** A ruling by any court that one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect shall not affect any other provision of this Agreement so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Thereafter, this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had been amended so as to make this Agreement valid and enforceable as originally contemplated by this Agreement to the greatest extent possible.

**13.3 Counterparts:** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original. In that event, in providing this Agreement it shall not be necessary to produce or account for the counterpart signed by the party against whom the proof is being presented.

**13.4 Headings:** The section and subsection headings have been included for convenience only, are not part of this Agreement and shall not be taken as an interpretation of any provision of this Agreement.

**13.5 Binding Effect:** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legatees, personal representatives and other legal representatives, successors and permitted assigns. MAXIM and Client specifically acknowledge and agree that this Agreement governs and applies to the relationship between MAXIM and the Client, and not to any other relationship between the Client and any other division, company, business unit, subsidiary or affiliate of MAXIM. Except as otherwise specifically provided, this Agreement is not intended and shall not be construed to confer upon or to give any person, other than the parties hereto, any rights or remedies.

**13.6 Amendments And Modifications:** This Agreement, including Exhibit A hereto, may be amended, waived, changed, modified or discharged only by an agreement in writing signed on behalf of all of the parties by the authorized representatives executing this Agreement.

**13.7 Entire Agreement:** This Agreement and Exhibit A hereto constitutes the entire agreement between the parties,

and there are no representations, warranties, covenants or obligations except as set forth in this Agreement. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, of the parties, relating to any transaction contemplated by this Agreement.

**13.8 Waiver:** Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition or of any other term, covenant or condition of this Agreement. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.

**13.9 Remedies Cumulative:** The remedies set forth in this Agreement are cumulative and are in addition to any other remedies allowed at law or in equity. Resort to one form of remedy shall not constitute a waiver of alternate remedies.

**13.10 Arbitration:** All disputes, controversies or differences arising in connection with the validity, execution, performance, breach, non-renewal or termination of this Agreement shall be finally settled in an arbitration proceeding under the Rules of the American Arbitration Association by three arbitrators in accordance with the Commercial Arbitration Rules then in effect of the American Arbitration Association. Selection of the arbitrators shall be as follows: each party shall appoint one arbitrator within twenty (20) days after the parties have agreed to go to arbitration, and those two arbitrators shall appoint a third arbitrator who shall act as chairman, within a twenty (20) day period thereafter. If the parties fail to appoint the chairman within said period, the parties will apply to the American Arbitration Association for appointment of the third arbitrator. The parties agree to be bound by the findings of the arbitration. Notwithstanding the foregoing, the courts shall have jurisdiction over injunctive or provisional relief pending arbitration. The arbitrators shall not be empowered to award punitive damages to any party. The party not prevailing on an arbitrated claim shall pay all the prevailing party's relevant expenses, including reasonable attorneys' fees and other costs and expenses.

**13.11 Assignment:** No party shall transfer or assign any or all of its rights or interests under this Agreement or delegate any of its obligations without the prior written consent of the other party, which shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties have executed this Agreement, under seal, the day and year first above written.

MAXIM GROUP, INC.

Client

Signature

Signature

Name

Name

Title

Title

Date

Date





Please Remit to:

**TEK**  
systems

P.O. Box 198568  
Atlanta, GA 30384-8568

Invoice No: MX00570436  
Invoice Date: 12/14/01  
Period Ending: 12/08/01  
Payment Terms: Net 15

AMOUNT DUE: \$ 16,871.25

DANA COMMERCIAL CREDIT  
MEREDITH ALLISTON  
1250 SOUTH CAPITAL TEXAS HIGHWAY  
BUILDING 1, SUITE 450  
Austin TX 78746



For Billing Inquiries Call KONCILJA, CAROLINE at 800-435-2029 x53260

Contractor	Date	Type	Qty	Rate	Total
Aossey, Tarik Apollo	12/08/01	REG	40.00	54.00	2,160.00
	12/08/01	OVT	2.00	54.00	108.00
Hogan, Robert	12/08/01	REG	40.00	80.00	3,200.00
Olivier, Garth John	12/08/01	REG	40.00	73.00	2,920.00
	12/08/01	OVT	0.50	73.00	36.50
Vrisimo, Daniel R	12/08/01	REG	39.75	93.00	3,696.75
West, Paul	12/08/01	REG	40.00	100.00	4,000.00
	12/08/01	OVT	7.50	100.00	750.00

**TOTAL AMOUNT DUE: \$ 16,871.25**

APPROVED FOR PAYMENT

Department IRW RHN

By Meredith Alliston

Date 1/2/02

Charge Desc. 430570

### Staffing Services Agreement

This Staffing Services Agreement ("Agreement") is entered into this 11th day of December, 2001, by and between Hall Kinion (the "Company"), a Maryland corporation, and Dana Commercial Credit Corporation ("Client").

WHEREAS, Company is engaged in the temporary staffing services business providing temporary personnel to customers with staffing needs; and

WHEREAS, Client desires to engage Company to provide temporary staffing services and Company desires to be engaged by Client, all on the terms and conditions of this Agreement; and

WHEREAS, As used herein, the term "Contract Employee" means a Company employee temporarily placed with the Client pursuant to this Agreement;

THEREFORE, in consideration of the premises and mutual promises contained herein, the parties agree as follows:

#### 1. TERM

This Agreement shall commence on the date this Agreement is executed by all parties, and continue for an initial term of three (3) months, and shall continue thereafter on a month-to-month basis unless earlier terminated as provided herein. This Agreement may be terminated by either party upon thirty (30) days prior written notice.

#### 2. CONTRACT EMPLOYEES

Company shall provide to Client one or more Contract Employees as requested by Client from time to time. Such Contract Employees shall provide services under Client's management and supervision at a facility or in an environment controlled by Client. Attached hereto as Exhibit A is a list of the names of the Contract Employee(s) to be placed initially with Client, standard and overtime hourly billing rates for each Contract Employee, and the starting date for each Contract Employee. Unless otherwise agreed by the parties, this Agreement shall apply to additional Contract Employees provided by Company as requested by Client hereunder from time to time. Should Client request additional services subsequent to the execution of this Agreement, and such services are not listed on Exhibit A attached hereto, or should either Client or Company request changes to hourly billing rates or other terms for any Contract Employee working under the terms of this Agreement, any such additions or changes will be mutually agreed to in writing and executed by the authorized representatives executing this Agreement. Such agreed upon terms shall become a part of this Agreement, as amended. Company is an equal opportunity employer and refers Contract Employees, regardless of race, sex, color, religion, creed, ancestry, national origin, disability, age, marital status or other protected class status pursuant to applicable law. Client agrees and warrants that it will not reject Contract Employees, or otherwise deem Contract Employees unacceptable, or take any other action under this Agreement for any reason prohibited by federal, state or local laws including, but not limited to, laws pertaining to employment discrimination or employee safety. Each party will indemnify and defend the other party with respect to any and all claims that the party took action in

violation of federal, state and/or local laws, including costs of suit, settlement and attorneys' fees.

#### 3. INDEPENDENT CONTRACTOR STATUS

With respect to the services provided by Company, Company shall be an independent contractor. Company shall be responsible for providing any salary or other benefits to such Contract Employees; will make all appropriate tax, social security, Medicare and other withholding deductions and payments; will provide worker's compensation insurance coverage for its Contract Employees; and will make all appropriate unemployment tax payments.

#### 4. INVOICING

**4.1 Invoices:** Company shall submit weekly invoices to Client for services rendered by Contract Employee(s) for the number of hours worked by Contract Employee(s) the previous week. Overtime will be billed at the rates listed on Exhibit A, or as otherwise agreed by both parties, for hours worked by Contract Employee(s) in excess of forty (40) hours per week, or as otherwise required by law. For weeks that have one (1) National or client observed holiday, overtime rates shall be billed for hours worked in excess of thirty-two (32) hours per week. Invoices submitted by Company to Client are presumed to be accurate and fully payable on the terms contained herein unless disputed by Client within five (5) business days of Client's receipt of the invoice.

**4.2 Time Records:** A [Company] [Client] time-card shall be the official time record for purposes of payment under Sections 4 and 5 herein. (Client circle one).

**4.3 Purchase Orders:** Payment of Company invoices [shall] [shall not] be dependent upon a Client generated purchase order. (Client circle one). If a purchase order is required pursuant to this Section, Client shall deliver to Company a written purchase order before the first Contract Employee start date identified on Exhibit A. As stated in Section 13.7 herein, this Agreement and Exhibit A constitute the entire agreement between the parties. If there is any inconsistency or conflicting terms between this Agreement and a client purchase order, this Agreement shall prevail. All purchase orders must be signed on behalf of the parties to this Agreement by their authorized representatives executing this Agreement.

#### 5. PAYMENT

**5.1 Payment Default:** Payment in full for invoices shall be due within 30 days from receipt of the invoice in accordance with Sections 5.2 and 5.3 herein. Invoices that are more than seven (7) days past due are subject to a late charge of one percent (1%) per month on the amount of the past due balance. Late charges shall be calculated using the U.S. Method, therefore interest will not be compounded on the past due balance. If the Client's account is past due and Company has notified Client verbally or in writing of the past due balance, Company may, without advance notice, immediately cease providing any and all further Contract Employee services without any liability to Client for interruption of pending work.

**5.2 Electronic Commerce:** Company offers Client the following electronic payment options. Payment of invoices may be made via ACH credit using one of the following formats:

Please remit payments to Company Group at the following:

ABA (Transit Routing) Number:  
Account Number:  
Account Name:

Please provide the following information:  
Client's Business contact: Greg Carter  
Phone number: 512-329-9362  
Email: Cartergh@ronrhino.com

## 6. EXPENSES

Client shall reimburse Company for all ordinary, necessary, and reasonable travel expenses incurred by Contract Employee(s) while performing services on behalf of Client that require Contract Employee to travel away from Client's primary job site. Client's prior written approval is required for expenses.

## 7. COLLECTION

If the Client's account, after default, is referred to an attorney or collection agency for collection, Client shall pay all of Company's expenses incurred in such collection efforts including, but not limited to, court costs and reasonable attorneys' fees.

## 8. RESTRICTIVE COVENANT-CONVERSION / RIGHT TO HIRE

**8.1 Restrictive Covenant-Conversion:** Company is not an employment agency. Its services are provided at great expense to Company. In consideration thereof, during the term of this Agreement and for the one hundred eighty (180) day period immediately following the period for which a Contract Employee last performed services for the Client under this Agreement, Client shall not, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in or promote the solicitation of such Contract Employee to leave the employ of Company, or hire or engage such Contract Employee.

Notwithstanding the above paragraph in this Section 8.1, if at any time the Client wishes to hire any Contract Employee provided by Company, Client may request that Company release the Contract Employee from his/her employment contract with Company to allow Client to employ or engage the services of Contract Employee, either directly or indirectly. Client acknowledges and agrees that Company, in its sole and absolute discretion, has the right to accept or refuse Client's request to employ or engage the services of Contract Employee supplied by Company to Client. If Company has accepted Client's request to employ Contract Employee, either directly or indirectly, such Contract Employee accepts employment with Client, and the Contract Employee has not completed a minimum of six (6) months of continuous employment at Client for Company, the Client will pay Company, a conversion fee in an amount equal to 30% of the Contract Employee's first year salary, including guaranteed bonuses, with Client. If Contract Employee has completed a minimum of six (6) months of continuous employment at Client for Company, and

authorization has been obtained by Client from Company, then Client may employ or engage the services of Contract Employee, either directly or indirectly, without any financial compensation or conversion fee payment owed to Company from Client.

**8.2 Submittals - Right To Hire:** Resumes submitted to Client are confidential and for Client use only. Client agrees that Company is the representative of all candidates for which resumes are submitted to Client by Company in response to Client requests. Accordingly, Client agrees that if any candidate submitted to Client by Company is hired either directly or indirectly by Client within one hundred eighty (180) days of receipt of the resume, Client agrees to pay to Company as a fee in an amount equal to 30% of the employee's first year annual salary, including guaranteed bonuses.

## 9. CONTRACT EMPLOYEE PERFORMANCE

Within 24 business hours from any Contract Employee(s) starting date, Client shall review the Contract Employee(s) performance and decide whether to continue the engagement of such Contract Employee. If Client is dissatisfied with the performance of the Contract Employee, and Client wishes Company to terminate its engagement of such Contract Employee, Client must notify Company within the initial 24 hours period, specifying the reasons for its dissatisfaction, and Client shall not be required to pay for the hours worked by that Contract Employee during the initial 24 hours period, provided its reasons for termination are not unlawful and are bona fide in Company's reasonable judgment. If Client becomes dissatisfied with the performance of a Contract Employee after the initial 24 hours period, Client may terminate the engagement of that Contract Employee upon written notice to Company, but Client shall pay for all hours worked by the terminated Contract Employee from the first hour of work up to and including the date of termination.

## 10. LIMITATION OF LIABILITY

Company does not warrant or guarantee that the Contract Employee(s) placed pursuant to this Agreement will produce any particular result or any solution to Client's particular needs. Because Company is providing supplemental staffing services only, and Client is directing and supervising the Contract Employees who render these services, Company shall not be liable (i) for any claims, costs, expenses, damages, obligations or losses arising from or in connection with the acts or omission of any Contract Employee, including, but not limited to, work on engineering or design concepts or calculations or related drawings, software programs, designs or documentation, or (ii) for any indirect, special or consequential damages (including, but not limited to, loss of profits, interest, earnings or use) whether arising in contract, tort or otherwise. Both parties shall indemnify and hold each other harmless against and from any such claims made or brought by third parties due to a party's gross negligence or willful misconduct, including any and all costs incurred in connection with such claims.

## 11. CLIENT PROPERTY

**11.1 Work Product:** All work product of every kind developed or created by any Contract Employee on behalf of Client and all intellectual property rights created therein shall be the sole and exclusive property of Client.

**11.2 Confidentiality:** Company recognizes that while performing its duties under this Agreement, Company and its Contract Employees may be granted access to certain proprietary and confidential information regarding Client's business, customers, and employees. Company agrees to keep such information confidential and the obligations of this paragraph will survive the termination of this Agreement. This paragraph does not apply to information that was previously known or information that is available in the public domain.

## 12. NOTICES

**12.1 Manner:** Any notice or other communication ("Notice") required or permitted under this Agreement shall be in writing and either delivered personally or sent by facsimile, overnight delivery, express mail, or certified or registered mail, postage prepaid, return receipt requested.

**12.2 Addressee:** Notices shall be addressed to:

Or in the case of Client:

Attn: Meredith Allston  
Address: 515 Congress Ave., Suite 2525  
Austin, Tx, 78701  
Fax #:

**12.3 Delivery:** A Notice delivered personally shall be deemed given only if acknowledged in writing by the person to whom it is given. A Notice sent by facsimile shall be deemed given when transmitted, provided that the sender obtains written confirmation that the transmission was sent. A Notice sent by overnight delivery or express mail shall be deemed given twenty-four (24) hours after having been sent. A Notice that is sent by certified mail or registered mail shall be deemed given forty-eight (48) hours after it is mailed. If any time period in this Agreement commences upon the delivery of Notice to any one or more parties, the time period shall commence only when all of the required Notices have been deemed given.

**12.4 Changes:** Either party may designate, by Notice to the other, substitute addressees, addresses or facsimile numbers for Notices, and thereafter, Notices are to be directed to those substitute addresses, or facsimile numbers.

## 13. MISCELLANEOUS

**13.1 Governing Law:** The laws of the State of Texas shall govern the validity and construction of this Agreement and any dispute arising out of or relating to this Agreement, without regard to the principles of conflict of laws.

**13.2 Severability:** A ruling by any court that one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect shall not affect any other provision of this Agreement so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Thereafter, this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had been amended so as to make this Agreement valid and enforceable as originally contemplated by this Agreement to the greatest extent possible.

**13.3 Counterparts:** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original. In that event, in providing this

Agreement it shall not be necessary to produce or account for the counterpart signed by the party against whom the proof is being presented.

**13.4 Headings:** The section and subsection headings have been included for convenience only, are not part of this Agreement and shall not be taken as an interpretation of any provision of this Agreement.

**13.5 Binding Effect:** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legatees, personal representatives and other legal representatives, successors and permitted assigns. Company and Client specifically acknowledge and agree that this Agreement governs and applies to the relationship between Company and the Client, and not to any other relationship between the Client and any other division, company, business unit, subsidiary or affiliate of Company. Except as otherwise specifically provided, this Agreement is not intended and shall not be construed to confer upon or to give any person, other than the parties hereto, any rights or remedies.

**13.6 Amendments And Modifications:** This Agreement, including Exhibit A hereto, may be amended, waived, changed, modified or discharged only by an agreement in writing signed on behalf of all of the parties by the authorized representatives executing this Agreement.

**13.7 Entire Agreement:** This Agreement and Exhibit A hereto constitutes the entire agreement between the parties, and there are no representations, warranties, covenants or obligations except as set forth in this Agreement. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, of the parties, relating to any transaction contemplated by this Agreement.

**13.8 Waiver:** Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition or of any other term, covenant or condition of this Agreement. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.


**13.9 Remedies Cumulative:** The remedies set forth in this Agreement are cumulative and are (delete) in addition to any other remedies allowed at law or in equity. Resort to one form of remedy shall not constitute a waiver of alternate remedies.

**13.10 Arbitration:** All disputes, controversies or differences arising in connection with the validity, execution, performance, breach, non-renewal or termination of this Agreement shall be finally settled in an arbitration proceeding under the Rules of the American Arbitration Association by one arbitrator in accordance with the Commercial Arbitration Rules then in effect of the American Arbitration Association. The parties agree to be bound by the findings of the arbitration. Notwithstanding the foregoing, the courts shall have jurisdiction over injunctive or provisional relief pending arbitration. The arbitrators shall not be empowered to award punitive damages to any party. The non-prevailing party to the arbitration shall pay all the prevailing party's expenses of the arbitration, including reasonable attorneys' fees and other costs and expenses incurred in connection with the prosecution or defense of such arbitration.

13.11 ~~Assignment~~: No party shall transfer or assign any or all its obligations without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement, under seal, the day and year first above written.

Company

  
Signature

Sharon White  
Name

Sr. Account Manager  
Title

12/11/01  
Date

Client

  
Signature

Calvin Axtell  
Name

V.P.  
Title

12-11-01  
Date

payroll dollars advanced on your behalf for  
work performed. Please process immediately.



Please Remit To:  
Hall Kinion & Associates Inc  
P.O Box 49264-01  
San Jose CA 95161-9264  
United States

Invoice: 0000470194  
Invoice Date: February 19, 2004  
Page: 1 of 1

Dana Commercial Credit  
Jim Close  
Iron Rhino, Inc.  
8000 Yankee Road  
Ottawa Lake MI 49627  
United States

Customer No: 16211  
Payment Terms: Upon Recpt

Work Location: Austin, TX

**AMOUNT DUE: 8,176.00**

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For billing questions, please call: 888-945-4254

Federal Tax Id: 77-0337705

Description	Week Ending Date	Quantity	Unit	Rate	Net Amount
Miller, Kevin J. Expense	2/1/2004	1.00	Hrs	8,176.00	8,176.00

Subtotal: 8,176.00

**AMOUNT DUE: 8,176.00**

 **ENTERED**

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OK  
mercato list  
2/22/04*

*03915/714005  
AP1001506-03*

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**RADER,**

**FISHMAN**

**& GRAUER**

PLLC

VIA FEDERAL EXPRESS

39533 Woodward Ave., Ste. 140  
Bloomfield Hills, Michigan 48304  
Tel: (248) 594-0600  
Fax: (248) 594-0610

Charles A. Bieneman  
(248) 594-0648  
cab@raderfishman.com

May 12, 2004

Mr. Paul West  
8133 Luling Lane  
Austin, Texas 78729

Ref: 65678-0060  
Dept:

Date: 12MAY04 SHIPPING \$7.00  
Wgt: 1 LBS SPECIAL \$0.42  
HANDLING \$0.00  
TOTAL \$7.42

SERVICE: \*\* 2DAY \*\*  
TRACK: 4702 6402 9371

Re: U.S. Patent Application filed May 6, 2004 for SYSTEM OR METHOD  
FOR ANALYZING INFORMATION ORGANIZED IN A  
CONFIGURABLE MANNER  
DCC Case No. 6985 IRON; Our File 65678-0060

Dear Mr. West:

We are pleased to enclose a copy of the patent application as filed with the U.S. Patent and Trademark Office with respect to the above-identified patent application.

We also enclose a Combined Declaration and Power of Attorney, Assignment of Inventors, and Duty of Disclosure. Please execute each of the documents where indicated and return the originals to us by May 29, 2004, in the enclosed pre-addressed envelope, for filing with the U.S. Patent and Trademark Office. Please note that the Assignment needs to be executed in front of two witnesses.

Thank you for your assistance and please feel free to contact us if you have any questions.

Sincerely,  
RADER, FISHMAN & GRAUER PLLC



Charles A. Bieneman

CAB/jsg  
enclosures

cc: Michael B. Stewart, Esq. (without enclosures)  
R0242546

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Computer and Internet Law • Trade Secrets • Unfair Competition

Bloomfield Hills

Washington, D.C.

Salt Lake City

Tokyo

**RADER,**

**FISHMAN**

**& GRAUER**

PLLC

VIA FEDERAL EXPRESS

39533 Woodward Ave., Ste. 140  
Bloomfield Hills, Michigan 48304  
Tel: (248) 594-0600  
Fax: (248) 594-0610

Charles A. Bieneman  
(248) 594-0648  
cab@raderfishman.com

May 12, 2004

Ref: 65678-0060  
Dept:

Date: 12MAY04 SHIPPING \$7.00  
Wgt: 1 LBS SPECIAL \$0.42  
HANDLING \$0.00  
TOTAL \$7.42

SERVICE: \*\* 2DAY \*\*  
TRACK: 4702 6402 8360

Mr. Robert Hogan  
1007 S. Congress #434  
Austin, Texas 78704

Re: U.S. Patent Application filed May 6, 2004 for SYSTEM OR METHOD  
FOR ANALYZING INFORMATION ORGANIZED IN A  
CONFIGURABLE MANNER  
DCC Case No. 6985 IRON; Our File 65678-0060

Dear Mr. Hogan:

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Thank you for your assistance and please feel free to contact us if you have any questions.

Sincerely,  
RADER, FISHMAN & GRAUER PLLC



Charles A. Bieneman

CAB/jsg  
enclosures

cc: Michael B. Stewart, Esq. (without enclosures)  
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39533 Woodward Ave., Ste. 140  
Bloomfield Hills, Michigan 48304  
Tel: (248) 594-0600  
Fax: (248) 594-0610

Charles A. Bieneman  
(248) 594-0648  
cab@raderfishman.com

May 12, 2004

Ref: 65678-0060  
Dept:

Date: 12MAY04 SHIPPING \$7.00  
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HANDLING \$0.00  
TOTAL \$7.42

SERVICE: \*\* 2DAY \*\*  
TRACK: 4702 6402 8224

Mr. Kevin Miller  
1003 Justin Lane  
Austin, Texas 78757

Re: U.S. Patent Application filed May 6, 2004 for SYSTEM OR METHOD  
FOR ANALYZING INFORMATION ORGANIZED IN A  
CONFIGURABLE MANNER  
DCC Case No. 6985 IRON; Our File 65678-0060

Dear Mr. Miller:

We are pleased to enclose a copy of the patent application as filed with the U.S. Patent and Trademark Office with respect to the above-identified patent application.

We also enclose a Combined Declaration and Power of Attorney, Assignment of Inventors, and Duty of Disclosure. Please execute each of the documents where indicated and return the originals to us by May 29, 2004, in the enclosed pre-addressed envelope, for filing with the U.S. Patent and Trademark Office. Please note that the Assignment needs to be executed in front of two witnesses.

Thank you for your assistance and please feel free to contact us if you have any questions.

Sincerely,  
RADER, FISHMAN & GRAUER PLLC



Charles A. Bieneman

CAB/jsg  
enclosures

cc: Michael B. Stewart, Esq. (without enclosures)  
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**Declaration and POA for Patent Application**

I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as First Class Mail, in an envelope addressed to: MS Missing Parts, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on the date shown below.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_ (Wendy Balabon)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

**DECLARATION FOR PATENT APPLICATION**

As one of the below named inventors, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am an original, first and joint inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled:

**SYSTEM OR METHOD FOR ANALYZING INFORMATION  
ORGANIZED IN A CONFIGURABLE MANNER**

the specification of which was filed on May 6, 2004 as Application No. 10/840,081.

In the event that the filing date and/or Application No. are not entered above at the time I execute this document, and if such information is deemed necessary, I hereby authorize and request my attorneys/agents at **Rader, Fishman & Grauer PLLC**, 39533 Woodward Avenue, Suite 140, Bloomfield Hills, Michigan 48304, to insert above the filing date and/or Application No. of said application.

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by an amendment, if any, specifically referred to herein.

I acknowledge the duty to disclose all information known to me that is material to patentability in accordance with Title 37, Code of Federal Regulations, § 1.56.

**FOREIGN PRIORITY CLAIM**

I hereby claim foreign priority benefits under Title 35, United States Code § 119(a)-(d) of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed:

☒ no such foreign applications have been filed

☐ such foreign application have been filed as follows:

**EARLIEST FOREIGN APPLICATION(S), IF ANY FILED WITHIN 12 MONTHS  
(6 MONTHS FOR DESIGN) PRIOR TO THIS U.S. APPLICATION**

Application Number	Country	Date of Filing	Priority Claimed Under 35 USC 119
			___ Yes No ___
			___ Yes No ___
			___ Yes No ___

**ALL FOREIGN APPLICATION(S), IF ANY FILED MORE THAN 12 MONTHS  
(6 MONTHS FOR DESIGN) PRIOR TO THIS U.S. APPLICATION**

Application Number	Country	Date of Filing

**CLAIM FOR BENEFIT OF EARLIER U.S. PROVISIONAL APPLICATIONS**

I hereby claim priority benefits under Title 35, United States Code §119(e), of any United States provisional patent application(s) listed below:

☐ no such U.S. provisional applications have been filed.

☒ such U.S. provisional application have been filed as follows:

Application Number	Date of Filing	Priority Claimed Under 35 USC 119
60/166,042	11/17/1999	<u>X</u> Yes No ___
60/468,440	05/06/2003	<u>X</u> Yes No ___
		___ Yes No ___

**CLAIM FOR BENEFIT OF EARLIER U.S./PCT APPLICATION(S)**

I hereby claim the benefit under Title 35, United States Code, §120 of the United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose all information that is material to patentability in accordance with Title 37, Code of Federal Regulations, §1.56 which became available to me between the filing date of the prior application and the national or PCT international filing date of this application:

☐ no such U.S./PCT applications have been filed.

☒ such U.S./PCT application have been filed as follows:

Application Number	Date of Filing	Status (Patented/Pending/Abandoned)
09/441,289	November 16, 1999	Pending
09/503,071	February 14, 2000	Pending
09/504,000	February 14, 2000	Pending
09/504,343	February 14, 2000	Pending
09/653,735	September 1, 2000	Pending
09/702,363	October 31, 2000	Pending
09/714,702	November 16, 2000	Pending
09/995,287	November 26, 2001	Pending
09/995,374	November 26, 2001	Pending

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

I hereby appoint the following practitioner(s) to prosecute this application and transact all business in the Patent and Trademark Office connected herewith.

APPOINTED PRACTITIONER(S)	REGISTRATION NUMBER(S)
Michael B. Stewart	36,018
Robert M. Leonardi	27,815
Phillip A. Rotman, II	38,290
Kristen Ragan	48,611

I hereby appoint the practitioners associated with **Customer Number 10291** to prosecute this application and transact all business in the Patent and Trademark Office connected herewith.

Please mail all correspondence to Michael B. Stewart, whose address is:

**Rader, Fishman & Grauer PLLC**  
 39533 Woodward Avenue  
 Suite 140  
 Bloomfield Hills, Michigan 48304

Please direct telephone calls to: Michael B. Stewart at (248) 594-0633.

Please direct facsimiles to: (248) 594-0610

Full name of first inventor <b>Eric Swann</b>	
First inventor's signature	Date
Residence <b>Austin, Texas</b>	
Citizenship <b>US</b>	
Mailing Address  <b>7907 Manasses Drive Austin, Texas 78745</b>	

Full name of second inventor <b>Greg Carter</b>	
Second inventor's signature	Date
Residence <b>Austin, Texas</b>	
Citizenship <b>US</b>	
Mailing Address  <b>3004 S. 4th Street Austin, Texas 78704</b>	

Full name of third inventor <b>Paul West</b>	
Third inventor's signature	Date
Residence <b>Austin, Texas</b>	
Citizenship <b>US</b>	
Mailing Address  <b>8133 Luling Lane Austin, Texas 78729</b>	

Full name of fourth inventor <b>Robert Hogan</b>	
Fourth inventor's signature	Date
Residence <b>Austin, Texas</b>	
Citizenship <b>US</b>	
Mailing Address  <b>1007 S. Congress #434 Austin, Texas 78704</b>	

Full name of fifth inventor <b>Elizabeth Lescher</b>	
Fifth inventor's signature	Date
Residence <b>Austin, Texas</b>	
Citizenship <b>US</b>	
Mailing Address  <b>7744 Yaupon Drive Austin, Texas 78759</b>	

Full name of sixth inventor <b>Jason Oban</b>	
Sixth inventor's signature	Date
Residence <b>Austin, Texas</b>	
Citizenship <b>US</b>	
Mailing Address  <b>7704 Lowdes Drive Austin, Texas 78745</b>	

Full name of seventh inventor <b>Kevin Miller</b>	
Seventh inventor's signature	Date
Residence <b>Austin, Texas</b>	
Citizenship <b>US</b>	
Mailing Address  <b>1003 Justin Lane Austin, Texas 78757</b>	

R0242301



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10/07/2004

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**Signed for by:** 17123876  
**Delivery Location:** 8133 LULING LANE  
**Delivery Date:** May 14, 2004 14:33

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**Shipping Information:**

---

**Tracking number:** 470264028371

**Ship Date:** May 12, 2004

**Recipient:**  
MR. PAUL WEST  
8133 LULING LANE  
AUSTIN , TX 78729  
US

**Shipper:**  
TRACY L. ZAWASKI  
RADER FISHMAN GRAUER PLLC  
39533 WOODWARD AVE  
BLOOMFIELD HILLS , MI 48304  
US

**Reference:**

65678-0060

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<b>Ship date</b>	May 12, 2004	<b>Delivery location</b>	AUSTIN, TX
		<b>Delivered to</b>	Residence
		<b>Service type</b>	FedEx 2Day Pak
		<b>Weight</b>	3.0 lbs.

**Status** Pkg returned to shipper

Date/Time	Activity	Location	Details
May 18, 2004	2:16 PM	Package returned to shipper	AUSTIN, TX
			Return tracking number: 791245050890
May 17, 2004	4:23 PM	At local FedEx facility	AUSTIN, TX
May 14, 2004	7:10 PM	At local FedEx facility	AUSTIN, TX
	1:30 PM	Delivery exception	AUSTIN, TX
	7:41 AM	On FedEx vehicle for delivery	AUSTIN, TX
May 13, 2004	10:18 PM	At local FedEx facility	AUSTIN, TX
	6:59 PM	At dest sort facility	AUSTIN, TX
	10:29 AM	In transit	MEMPHIS, TN
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\* Shipment tracking number

Approximate ship date

Plus or minus 5 days

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☒ FedEx Express

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- Proof of delivery letters are not available for FedEx SameDay® shipments, FedEx Express International Freight, and FedEx International Airport-to-Airport<sup>SM</sup>


☒ FedEx Ground

- You can get a proof of delivery letter for FedEx Ground shipments sent within the US, and from

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Track Shipments  
Detailed Results [Quick Help](#)

<b>Tracking number</b>	470264028224	<b>Reference</b>	65678-0060
<b>Ship date</b>	May 12, 2004	<b>Delivery location</b>	AUSTIN, TX
		<b>Delivered to</b>	Residence
		<b>Service type</b>	FedEx 2Day Pak
		<b>Weight</b>	1.0 lbs.

**Status** At FedEx destination

Date/Time	Activity	Location	Details
May 26, 2004	9:12 PM At local FedEx facility	AUSTIN, TX	
May 25, 2004	9:16 PM At local FedEx facility	AUSTIN, TX	
May 24, 2004	9:03 PM At local FedEx facility	AUSTIN, TX	
May 22, 2004	6:25 PM At local FedEx facility	AUSTIN, TX	
May 21, 2004	9:18 PM At local FedEx facility	AUSTIN, TX	
May 20, 2004	9:13 PM At local FedEx facility	AUSTIN, TX	
May 19, 2004	9:10 PM At local FedEx facility	AUSTIN, TX	
May 18, 2004	9:03 PM At local FedEx facility	AUSTIN, TX	
	4:08 PM At local FedEx facility	AUSTIN, TX	
May 17, 2004	5:23 PM At local FedEx facility	AUSTIN, TX	
	5:18 PM At local FedEx facility	AUSTIN, TX	
May 14, 2004	4:12 PM At local FedEx facility	AUSTIN, TX	
	3:07 PM At local FedEx facility	AUSTIN, TX	
	1:16 PM Delivery exception	AUSTIN, TX	Incorrect address
	8:28 AM On FedEx vehicle for delivery	AUSTIN, TX	
May 13, 2004	6:59 PM At dest sort facility	AUSTIN, TX	
	10:29 AM In transit	MEMPHIS, TN	
May 12, 2004	5:30 PM Picked up	SOUTHFIELD, MI	
	5:22 PM Left origin	SOUTHFIELD, MI	
	3:02 PM Package data transmitted to FedEx; package not in FedEx possession		

[Signature proof](#)[Track more shipments](#)

## Email your detailed tracking results (optional)

Enter your email, submit up to three email addresses (separated by commas), add your message (optional), and click **Send email**.

From

To

Add a message to this email.

[Send email](#)

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